

2. The State was granted a Default Judgment against the Defendant on December 10, 2003. Pursuant to the Judgment, this Court enjoined the Defendant from committing further violations of the Indiana Deceptive Consumer Sales Act and the Indiana Home Improvement Contracts Act.

3. The Defendant was listed on the Distribution of the Default Judgment and a copy of the Default Judgment was mailed to the Defendant.

4. On July 20, 2006, the Defendant entered into a contract with David C. De La Cruz of Crown Point, Indiana, wherein the Defendant represented he would build a deck on to Mr. De La Cruz's home for the total price of Two Thousand Nine Hundred Forty-Two Dollars and Sixty-Six Cents (\$2,942.66).

5. Mr. De La Cruz paid the Defendant One Thousand Four Hundred and Forty-Two Dollars (\$1,442.00) as a down payment for this work.

6. Despite the requirements of Ind. Code § 24-5-11-10, the Defendant failed to include the following information in his contract with Mr. De La Cruz:

- a. A reasonably detailed description of the proposed home improvement, or a statement that the specifications will be provided to Mr. De La Cruz before commencing any work and that the home improvement contract is subject to Mr. De La Cruz's separate written and dated approval of the specifications;
- b. The approximate completion date of the home improvement; and
- c. Signature lines for the Defendant or the Defendant's agent and for Mr. De La Cruz with a legible printed or typed version of that person's name placed directly after or below the signature.

7. The Defendant failed to obtain a required permit from the Lake County Plan Commission prior to commencing any work under his contract with Mr. De La Cruz.

8. While the Defendant did begin to construct the deck, the work was of such poor quality that it will have to be redone.

9. On or about May 5, 2006, the Defendant entered into a separate oral contract with Mr. De La Cruz for the installation of carpeting for a total price of Nine Hundred Dollars, which Mr. De La Cruz paid.

10. The Defendant's oral contract with Mr. De La Cruz failed to meet the requirements of Ind. Code § 24-5-11-10.

11. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of contract formation he would install the carpeting within a reasonable period of time.

12. The Defendant has failed to either install the carpeting, or to issue a refund to Mr. De La Cruz.

13. On February 7, 2007 the Defendant entered into a home improvement contract with Matthew Medema of Saint John, Indiana, wherein the Defendant represented he would remodel Mr. Medema's basement and perform various other home improvements, including the installation of carpeting, for the total price of Twenty-Six Thousand Six Hundred and Seventy-Nine Dollars (\$26,679.00).

14. Mr. Medema paid the Defendant a total of Twenty-Six Thousand One Hundred Dollars (\$26,100.00).

15. Despite the requirements of Ind. Code § 24-5-11-10, the Defendant failed to include the following information in his contract with Mr. Medema:

- a. A reasonably detailed description of the proposed home improvement, or a statement that the specifications will be provided to Mr. Medema before commencing any work and that the home improvement contract is subject to Mr. Medema's separate written and dated approval of the specifications;
- b. The approximate starting and completion date of the home improvements; and
- c. Signature lines for the Defendant, or the Defendant's agent and Mr. Medema with a legible printed or typed version of that person's name placed directly after or below the signature.

16. The Defendant began the work on Mr. Medema's home, but failed to install the carpeting.

17. Pursuant to Ind. Code § 24-5-0.5-3(a)(10), the Defendant is presumed to have represented at the time of contract formation he would complete the job, pursuant to the terms of the contract, within a reasonable period of time.

18. The Defendant has failed to either complete the job as represented, or to issue a refund to Mr. Medema.

Distribution:

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Michael Ryan
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Crown Point, IN 46307

Filed in Upon Court

OCT 03 2007

STATE OF INDIANA

IN THE LAKE CIRCUIT COURT

COUNTY OF LAKE

Thomas R. Philpot
CLERK LAKE CIRCUIT COURT

CROWN POINT, INDIANA

STATE OF INDIANA

CAUSE NO: 45C01-0310-PL-00232

Plaintiff

vs

MICHAEL RYAN,
INDIVIDUALLY AND d/b/a
MIKE'S HOME IMPROVEMENTS.
Defendant

COURT MINUTES OF OCTOBER 3, 2007

Plaintiff appears by Deputy Attorney General Terry Tolliver. Defendant fails to appear. Cause set for hearing on Plaintiff's Verified Motion for Rule To Show Cause as to why The Defendant, Michael Ryan, Should Not Be Held in Contempt of Court filed on July 19, 2007.

Cause submitted. Evidence heard. Testimony given. Court rules. Plaintiff's Verified Motion for Rule To Show Cause as to why The Defendant, Michael Ryan, Should Not Be Held in Contempt of Court **GRANTED, OPF.** Deputy Attorney General Tolliver to submit Bench Warrant Supplemental Form within seven (7) days.

CLERK T.R. 72 NOTICE

FOUND AND RECOMMENDED this 3rd ay of **OCTOBER, 2007.**

Richard F. McDevitt

RICHARD F. McDEVITT, MAGISTRATE
LAKE CIRCUIT COURT /p

Distribution:

T. Tolliver, Dept. Atty. General
M. Ryan, pro-se

RECEIVED

OCT 09 2007

Thomas R. Philpot
CLERK LAKE CIRCUIT COURT